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इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रत्येक संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

NOTICE

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BY ORDER

Manager of Publications

CHANGE OF NAMES

I, hitherto known as Miss SHASHIKALA WASUDEO KAVI daughter of Shri WASUDEO VISHNU KAVI, employed as Clerk in D. E. Telegraphs, Poona, residing at 531-A, Narayan Peth, Poona-2, have changed my name and shall hereafter be known as Mrs. SUNITA BHASKAR JOSHI.

It is certified that I have complied with other legal requirements in this connection.

S. W. KAVI

(Sd. in existing name)

I, hitherto known as CHINNAIAH son of Shri APPAIAH, employed as Mazdoor in Govt. Saw Mill Division, Chatham, Port Blair, Andaman Forest Department, residing at Labour Barrack, Haddo, Chatham, have changed my name and shall hereafter be known as SORRA CHINNAYYA son of SORRA APPAYYA.

It is certified that I have complied with other legal requirements in this connection.

CHINNAIAH

(Sd. in existing name)

I, hitherto known as SIMADRI son of Shri KAMAIAH, employed as Mazdoor in Govt. Saw Mill Division, Chatham, Port Blair, Andaman Forest Department, residing at Labour Barrack No. H/72, Haddo, Chatham Post, Port Blair, have changed my name and shall hereafter be known as JUTTU SIMHADRI son of JUTTU KAMAYYA.

It is certified that I have complied with other legal requirements in this connection.

SIMADRI

(Sd. in existing name)

I, hitherto known as B. SIMADRI son of Shri THATHAIAH, employed as Mazdoor in Govt. Saw Mill Division, Chatham, Port Blair, Andaman Forest Department, residing at Labour Barrack No. 2, Haddo, Chatham Post, Port Blair (Andaman), have changed my name and shall hereafter be known as DUMMU SIMHADRI son of DUMMU THATHAYYA.

It is certified that I have complied with other legal requirements in this connection.

B. SIMADRI

(Sd. in existing name)

I, hitherto known as BEEMAIAH son of Shri JANGAMAIAH, employed as Mazdoor in Govt. Saw Mill Division, Chatham, Port Blair, Andaman Forest Department, residing at Labour Barrack No. H/72, Haddo, Chatham Post, Port Blair (Andaman), have changed my name and shall hereafter be known as VASUPILLI BHIMAYYA son of VASUPILLI JANGAMAYYA.

It is certified that I have complied with other legal requirements in this connection.

BEEMAIAH

(Sd. in existing name)

I, hitherto known as Smt. CHAMPAVATI VASUDEO YEOLEKAR daughter of Shri VASUDEO GOVIND YEOLEKAR, employed as Clerk in the office of the Sr. Supdt. of Post Offices, Thana, Div. Thana, have changed my name and shall hereafter be known as Smt. SUSHILA VINAYAK PHATAK.

It is certified that I have complied with other legal requirements in this connection.

C. V. YEOLEKAR
(Sd. in existing name)

I, hitherto known as Miss S. P. KORDE daughter of Shri P. G. KORDE, employed as Lower Division Clerk in the office of the R.P.F.C., Maharashtra State, Bombay, residing at 56/2, Kavarana Bldg., Opp. Jaibind Talkies, Dr. Ambedkar Road, Bombay-12, have changed my name and shall hereafter be known as Mrs. RAMA RAMESH BHALEKAR.

It is certified that I have complied with other legal requirements in this connection.

S. P. KORDE
(Sd. in existing name)

I, hitherto known as SHANKAR son of RAGHU MALI, employed as Labour, Ticket No. PD 111 in Ammunition Factory, Kirkee, Poona, residing at Wakad, Taluka Mulshi District Poona, have changed my name and shall hereafter be known as SHANKAR RAGHU BHUMKAR.

It is certified that I have complied with other legal requirements in this connection.

SHANKAR RAGHU MALI
(Sd. in existing name)

I, hitherto known as R. MANI son of S. V. RATH-NAVEL MUDALIAR, employed as Sub-Inspector in Customs & Central Excise Department, residing at present Door No. 9, Rangasamy Pillai Street No. 1, Tiruchengode, Salem District, Madras State, have changed my name and shall hereafter be known as V. R. MANI.

It is certified that I have complied with other legal requirements in this connection.

R. MANI
(Sd. in existing name)

I, hitherto known as PANNI LAL son of Shri KHILLU RAM, employed as Compositor Grade II in Govt. of India Press, Faridabad, residing at Vill. Junehra, P.O. Korali (Gurgaon), have changed my name and shall hereafter be known as PRAMOD KUMAR KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

PANNI LAL
(Sd. in existing name)

I, hitherto known as RAJENDRA KISHORE DEY son of KALI KUMAR DEY, employed as Counter in Eastern Railway Ticket Printing, Howrah, residing at 45A, Dharmatala Lane, Kotrung, P.O. Bhadrakali, Distt. Hooghly, have changed my name and shall hereafter be known as RAJENDRA KISHORE DEWANJI.

It is certified that I have complied with other legal requirements in this connection.

RAJENDRA KISHORE DEY
(Sd. in existing name)

I, hitherto known as RADHA GOBINDA DAS son of Shri SATISH CHANDRA DAS, employed as Lower Division Clerk in the office of the Accountant General, Central, Calcutta, residing at 5, Mahandra Chatterjee Lane, Calcutta-46, have changed my name and shall hereafter be known as JAYANTA KUMAR DAS.

It is certified that I have complied with other legal requirements in this connection.

RADHA GOBINDA DAS
(Sd. in existing name)

I, hitherto known as R. C. EHANKHDHAR son of Sri SHEO PRASAD, employed as Nb Sub in V COMN ZONE SIG REGT C/O 99 APO, have changed my name and shall hereafter be known as R. C. SHANKHDHAR.

It is certified that I have complied with other legal requirements in this connection.

R. C. EHANKHDHAR
Nb. Sub.
(Sd. in existing name)

I, hitherto known as Miss A. K. ALEY daughter of KURIAN, employed as LDC in Inspectorate of General Stores, West India, Ahmedabad House, Ballard Estate, Bombay-1, residing at Quarter No. AE-43, Holiday Camp, Colaba, Bombay-5, have changed my name and shall hereafter be known as Mrs. ALEYAMMA ABRAHAM.

It is certified that I have complied with other legal requirements in this connection.

A. K. ALEY
(Sd. in existing name)

I, hitherto known as PURUSHOTTAM DASS son of Shri JAWALA PRASAD, residing at 2924, Pipal Mahadev, Qazi Hauz, Delhi-6, have changed my name and shall hereafter be known as PURUSHOTTAM DASS GUPTA (P. D. GUPTA).

It is certified that I have complied with other legal requirements in this connection.

PURUSHOTTAM DASS
(Sd. in existing name)

INDIAN AIRLINES

Non-International Carriage of Cargo (other than Baggage & Mail) Regulations, 1967.

In exercise of the powers conferred by clause (g) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), and in supersession of the Indian Airlines Corporation (Conditions of Carriage) Regulations, 1957, the Indian Airlines, with the previous approval of the Central Government, hereby makes the following Regulations relating to the conditions of non-international carriage of cargo (other than baggage and mail) performed by the Indian Airlines, namely:—

1. *Short title.*—These regulations may be called the Indian Airlines Non-international Carriage of Cargo (other than baggage and Mail) Regulations, 1967.

2. *Definitions.*—In these regulations, unless there is anything repugnant in the subject or context—

- (1) "Government" means the Government of India;
- (2) "Corporation" means the Indian Airlines;
- (3) "Non-International Carriage" means carriage other than international carriage as defined in the Indian Carriage by Air Act, 1934;

- (4) "Cargo" in this context will not include baggage and mail;
- (5) "Air-way-bill" means 'Air Consignment Note';
- (6) "Shipper" means 'Consignor';
- (7) "Carriage" means 'Transportation';
- (8) "Carrier" means the carrier (that is the Indian Airlines) issuing the air-way-bill; and
- (9) For the purposes of the exemption from and limitation of liability provisions set forth or referred to in the air-way-bill, "Carrier" includes agents, servants or representatives of the Carrier.

3. (a) Carriage hereunder is subject to the rules relating to liability established by the Indian Carriage by Air Act, 1934 (20 of 1934) as extended to non-international carriage with certain exceptions, adaptations and modifications *vide* Government of India, Ministry of Transport (Civil Aviation Wing) Notification number G.S.R., 1967, dated the 17th December, 1963 published in Part II, Section 3, Sub-section (i) of the Gazette of India, dated 28th December, 1963.

(b) Carriage hereunder is subject to :—

- (i) applicable laws, government regulations, orders, and requirements;
- (ii) provisions hereinafter;
- (iii) applicable tariffs, rules, regulations and time-tables (but not the times of departure and arrival therein) of the Corporation, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services;

(c) The agreed stopping places (which may be altered by the Corporation in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face of the Air-way-bill or shown in the Corporation's time-tables as scheduled stopping places for the route;

(d) The shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the air-way-bill as "Shipper's/Consignor declared Value—For Carriage" if in excess of Rs. 80/- (Rupees eighty) per kilogram constitutes such special declaration of value and has paid a supplementary sum if the case so requires. In that case the Corporation will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

4. In so far as any provision contained or referred to in this air-way-bill may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not over-riden thereby. The invalidity of any provision shall not affect any other part thereof.

5. Except as the provisions of the First Schedule to the Indian Carriage by Air Act, 1934 (20 of 1934) as applicable to carriage by air not being international carriage with exceptions, adaptations and modifications thereof or other applicable law may otherwise require :—

- (a) The Corporation is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of the goods, unless such damage excluding delay is proved to have been caused by the negligence or wilful fault of the Corporation and there has been no contributory negligence of the shipper, consignee or other claimant. The Corporation will not be liable for damage caused by delay in the carriage;
- (b) The Corporation is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or re-

quirements or from any cause beyond the Corporation's control;

- (c) The charges of carriage having been based upon the value declared by shipper, liability shall in no event exceed the shipper's declared value for carriage stated on the face of the Air-way-bill, and in the absence of such declaration by shipper, the liability of Corporation shall not exceed Rs. 80/- (Rupees eighty) per kilogram of goods destroyed, lost or damaged; all claims shall be subject to proof of value.

6. There shall not be any time limit fixed for the completion of carriage hereunder and that the Corporation may without notice substitute alternate carriers or aircraft. The Corporation does not assume any obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection to any point according to any particular schedule, and the Corporation is authorised to select, or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the Air-way-bill. The shipper shall guarantee the payment of all charges and advances.

7. The goods or packages said to contain the goods, described on the face of the Air-way-bill shall be accepted for carriage from their receipt at Corporation's terminal or airport office at the place of departure to the Airport at the place of destination. If so specifically agreed, the goods or packages said to contain goods, described on the face of the Air-way-bill, will also be accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by the Corporation, such carriage shall be upon the same terms as to liability as set forth in Regulations 3 and 5 above. In any other event, the issuing carrier, and last carrier, respectively, in forwarding or reforwarding the goods, shall do so only as agents of the shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or wilful fault. The shipper, owner and consignee will authorise such carriers to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value, notwithstanding any declaration of value in the Air-way-bill.

8. The Corporation is authorised (but shall be under no obligation) to pay any duties, taxes or charges and to make any disbursement with respect to the goods, and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face of the Air-way-bill as customs consignee or, if no such person be named, to the carrier carrying the goods to such place or to such customs consignee, if any, as such carrier may designate.

9. Except as otherwise specifically provided in Air-way-bill, delivery of the goods will be made only to the consignee named on the face of the Air-way-bill. Notice of arrival of the goods will, in the absence of other instructions, be sent to the Consignee, by ordinary methods; Corporation is not liable for non-receipt or delay in receipt of such notice.

10. (a) Receipt without complaint of any consignment at the time of delivery shall be *prima facie* evidence that the consignment has been delivered correctly and in good condition;

(b) No action shall be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate date of the

damage, and the details of the claims, is presented to an office of the Corporation within 7 days from the date of receipt thereof, and in the case of loss (including non-delivery), unless presented within 120 days from the date of issue of the air-way-bill;

(c) Any rights to damages against the Corporation shall be extinguished unless an action is brought within two years after the concurrence of the events giving rise to the claim.

11. The shipper shall comply with all applicable laws, and other government regulations including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to the Air-way-bill as may be necessary to comply with such laws and regulations. The Corporation is not liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.

12. No agent, servant or representative of the Corporation has authority to alter, modify or waive any provision of the Air-way-bill.

Sd. ILLEGIBLE

Secretary

Indian Airlines

INDIAN AIRLINES

International Carriage of Cargo (other than Baggage and Mail) Regulations, 1967

In exercise of the powers conferred by Clause (g) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), and in supersession of the Indian Airlines Corporation (Conditions of Carriage) Regulations, 1957, the Indian Airlines, with the previous approval of the Central Government, hereby makes the following regulations relating to the conditions of international carriage of cargo (other than baggage and mail), performed by the Indian Airlines in terms of the Indian Carriage by Air Act, 1934 (XX of 1934), namely:—

1. *Short Title.*—These regulations may be called the Indian Airlines International Carriage of Cargo (other than Baggage and Mail) Regulations, 1967.

2. The following conditions of contract shall apply to international carriage of cargo (other than baggage and mail) performed by the Indian Airlines in terms of the Indian Carriage by Air Act, 1934:—

(1) As used in this contract, 'Convention' means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed at Warsaw, 12th October, 1929, or that Convention as amended by The Hague Protocol, 1955 whichever may be applicable to carriage hereunder, "air-way-bill" is equivalent to "air consignment note", "shipper" is equivalent to "consignor", "carriage" is equivalent to "transportation" and "carrier" includes the air carrier issuing this air-way-bill and all air carriers that carry the goods hereunder or perform any other services related to such air carriage, "For the purposes of the exemption from and limitation of liability provisions set forth or referred to herein," "Carrier" includes agents, servants or representatives of any such air carrier. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

(2) (a) Carriage hereunder is subject to the rules relating to liability established by the Convention, unless such carriage is not "international carriage" as defined by the Convention. (See Carrier's tariffs for such definition).

(b) To the extent not in conflict with the foregoing, carriage hereunder and other services performed by each Carrier are subject to:

- (i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;
- (ii) provisions herein set forth; and
- (iii) applicable tariffs, rules, regulations and time-tables (but not the times of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services;

(c) For the purpose of the Convention, the agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the fact hereof or shown in Carrier's time-tables as scheduled stopping places for the route.

(d) In the case of carriage subject to the Convention, the shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the air-way-bill as "Shipper's/Consignor's Declared Value For Carriage", if in excess of 250 French gold francs (consisting of 654 milligrams of gold with a fineness of 900 thousandths) or their equivalent per kilogram, constitutes such special declaration of value.

(3) Insofar as any provision contained or referred to in this air-way-bill may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part hereof.

(4) Except as the Convention or other applicable law may otherwise require:—

- (a) Carrier is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of the goods, unless such damage is proved to have been caused by the negligence or wilful fault of Carrier and there has been no contributory negligence of the shipper, consignee or other claimant;
- (b) Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements or from any cause beyond Carrier's control;
- (c) The charges for carriage having been based upon the value declared by shipper, it is agreed that any liability shall in no event exceed the shipper's declared value for carriage stated on the face hereof, and in the absence of such declaration by shipper liability of Carrier shall not exceed 250 such French gold francs or their equivalent per kilogram of goods destroyed, lost, damaged or delayed, all claims shall be subject to proof of value;
- (d) A carrier issuing an air-way-bill for carriage exclusively over the lines of others does so only as a sales agent.

(5) It is agreed that no time is fixed for the completion of carriage hereunder and that Carrier may without notice substitute alternate carriers or aircraft. Carrier assumes no obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection at any point according to any particular schedule, and Carrier is hereby authorized to select, or deviate from the routes of shipment, notwithstanding that the same may be stated on the face hereof. The shipper guarantees payment of all charges and advances.

(6) The goods, or packages said to contain the goods, described on the face hereof, are accepted for carriage from their receipt at Carrier's terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed, the goods, or packages said to contain the goods, described on the face hereof, are also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by Carrier such carriage shall be upon the same terms as to liability as set forth in Paragraphs 2 and 4 thereof. In any other event, the issuing carrier, and last carrier, respectively, in forwarding or reforwarding the goods, shall do so only as agents of the shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or wilful fault. The shipper, owner and consignee hereby authorise such carriers to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been herein specified by the shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value, notwithstanding any declaration of value in this air-way-bill.

(7) Carrier is authorised (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the goods, and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the goods except against repayment by the shipper. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face hereof as customs consignee, or, if no such person be named, to the carrier carrying the goods to such place or to such customs consignee, if any, as such carrier may designate.

(8) At the request of the shipper, and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this air-way-bill are insured on behalf of the shipper under an open policy for the amount requested by the shipper as set out on the face hereof (recovery being limited to the actual loss or damage not exceeding the insured value) against all risks of physical loss or damage from any external cause whatsoever, except those arising directly or indirectly from war risks, strikes, riots, hostilities, legal seizure or delay or inherent vice, and subject to the terms and conditions of such open policy which is available for inspection by the shipper. Claims under such policy must be reported immediately to an office of Carrier.

(9) Except as otherwise specifically provided in this contract, delivery of the goods will be made only to the consignee named on the face hereof, unless such consignee is one of the Carriers participating in the carriage, in which event delivery shall be made to the person indicated on the face hereof as the person to be notified. Notice of arrival of the goods will, in the absence of other instructions, be sent to the Consignee, or the person to be notified, by ordinary methods; Carrier is not liable for non-receipt or delay in receipt of such notice.

(10) (a) No action shall be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate date of the damage, and the details of the claim, is presented to an office of Carrier within 7 days from the date of receipt thereof, in the case of delay, unless presented within 14 days from the date the goods are placed at the disposal of the person entitled to delivery, and in the case of loss (including non-delivery) unless presented within 120 days from the date of issue of the air-way-bill;

(b) Any rights to damages against Carrier shall be extinguished unless an action is brought within two years after the concurrence of the events giving rise to the claim.

(11) The shipper shall comply with applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this air-way-bill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.

(12) No agent, servant or representative of Carrier has authority to alter, modify or waive any provision of this contract.

Sd. ILLEGIBLE

Secretary

Indian Airlines

New Delhi

INDIAN AIRLINES

International Carriage (Passenger and Baggage) Regulations, 1967

In exercise of the powers conferred by clause (g) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), and in supersession of the Indian Airlines Corporation (Conditions of Carriage) Regulations, 1957 the Indian Airlines, with the previous approval of the Central Government, hereby makes the following regulations relating to the conditions of international carriage (passenger and baggage), performed by the Indian Airlines in terms of the Indian Carriage by Air Act, 1934 (XX of 1934), namely:—

1. *Short Title.*—These regulations may be called the Indian Airlines International Carriage (Passengers and Baggage) Regulations, 1967.

2. The following Conditions of Contract shall apply to international carriage by air (passengers and baggage) performed by the Indian Airlines in terms of the Indian Carriage by Air Act, 1934:—

(1) As used in this contract, 'Convention' means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed at Warsaw, 12th October, 1929, or that Convention as amended by The Hague Protocol, 1955, whichever may be applicable to carriage hereunder, 'ticket' means 'Passenger Ticket and Baggage Check', 'carriage' is equivalent to 'transportation', and 'carrier' includes the air carrier issuing this ticket and all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, 'damage' includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

(2) (a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not 'international carriage' as defined by the Convention, (See carrier's tariffs, conditions of carriage for such definition). Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or time-tables; and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket and for the purposes of the Convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places except the place of departure and

the place of destination, set forth in this ticket and any conjunction ticket issued herewith, or, as shown in carrier's time-tables as scheduled stopping places on the passenger's route

(2) (b) To the extent not in conflict with the foregoing all carriage hereunder and other services performed by each carrier are subject to (i) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not international carriage as defined in the Convention), government regulations, orders and requirements, (ii) provisions herein set forth, (iii) applicable tariffs and (iv) except in transportation between a place in the United States and any place outside thereof, conditions of carriage, regulations and time-tables (but not the time of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services

(2) (c) Unless expressly so provided, nothing herein contained shall waive any limitation of liability of carrier existing under the convention or applicable laws

(3) Insofar as any provision contained or referred to herein may be contrary to a law, government regulation, order or requirement, which severally cannot be waived by agreement of the parties, such provision shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not affect any other part

(4) Subject to the foregoing —

(a) Liability of carrier for damages shall be limited to occurrences on its own line, except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent

(b) Carrier is not liable for damage to passenger or unchecked baggage unless such damage is caused by the negligence of carrier

(c) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirements, or from failure of passenger to comply with same

(d) Any liability of carrier is limited to 250 French gold francs (consisting of 65½ milligrams of gold with a fineness of nine hundred thousandths) or its equivalent per kilogram in the case of checked baggage, and 5,000 such French gold francs or its equivalent per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to carrier's tariffs or regulations. In that event the liability of carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss

(e) Any exclusion or limitation of liability of carrier under these conditions shall apply to agents, servants or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by carrier for carriage and his agents, servants or representatives acting within the scope of their employment

(5) Checked baggage carried hereunder will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under carrier's contract of carriage or tariff

(6) When validated, this ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown herein and for the applicable class of service and is valid for

one year from the date of commencement of flight except as otherwise provided in carrier's tariffs or regulations. Each flight coupon will be accepted for carriage on the date and flight for which accommodations have been reserved, when flight coupons are issued on an "open date" basis, accommodation will be reserved upon application subject to availability of space

(7) Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto carrier may without notice substitute alternate carriers or aircraft and may alter or omit the stopping place shown on the face of the ticket in case of necessity. Times shown in time-tables or elsewhere are approximate and not guaranteed and form no part of this contract. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections

(8) The passenger shall comply with all government travel requirements, present all exit entry, and other documents required by the law and arrive at the airport by the time fixed by carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. Carrier is not liable for loss of expense due to passenger's failure to comply with the provision

(9) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract

(10) No action shall lie in the case of damage to baggage, unless the person entitled to delivery complains to the carrier forthwith after the discovery of the damage and at the latest, within seven days from the date of receipt and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid. Where carriage is not international carriage as defined in Convention failure to give notice shall not be a bar to suit where claimant proves that (i) it was not reasonably possible for him to give such notice or (ii) that notice was not given due to fraud on the part of carrier or (iii) the management of carrier had knowledge of damage to passenger's baggage

(11) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case

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Secretary
Indian Airlines

INDIAN AIRLINES

Non International Carriage (Passenger and Baggage) Regulations 1967

In exercise of the powers conferred by clause (g) of sub-section (2) of section 45 of the Air Corporation Act, 1953 (27 of 1953), and in supersession of the Indian Airlines Corporation (Conditions of Carriage) Regulations 1957 the Indian Airlines with the previous approval of the Central Government hereby makes the following regulations relating to the conditions of non-international carriage (passenger and baggage), performed by the Indian Airlines namely —

1 *Short title and extent*—(1) These regulations may be called the Indian Airlines Non international Carriage (Passenger and Baggage) Regulation, 1967

(2) These regulations apply to all non-international carriage of passengers and baggage.

(3) These regulations do not apply to—

- (i) carriage of mails;
- (ii) carriage of goods; and
- (iii) carriage of employees of the Indian Airlines when they are carried for the purpose of performing any duties assigned to them by the Indian Airlines on the aircraft.

2. *Definitions*—In these regulations, unless there is anything repugnant in the subject or context—

- (1) "Government" means the Government of India;
- (2) "Corporation" means the Indian Airlines; and
- (3) "Non-international carriage" means carriage other than international carriage as defined in the Indian Carriage by Air Act, 1934.

3. (1) The passenger ticket issued by the Corporation will be valid only for the service for which it is issued and shall not be transferable.

(2) In the case of children under 12 years of age travelling unaccompanied, the written consent of the legal guardian shall be required.

(3) The Corporation reserves to itself the right, without assigning any reason, to cancel or delay the commencement or continuance of the flight or to alter the stopping place or places or to deviate from the route of the journey or to change the type of aircraft in use without thereby incurring any liability in damages or otherwise to the passengers or any other person on any ground whatsoever. The Corporation also reserves to itself the right to refuse to carry any person whom it considers unfit to travel or who in the opinion of the Corporation may constitute risk to the aircraft or to the persons on board.

4. If at any stage it is found that the aircraft with the booked load or passengers etc. will be overloaded, the Corporation will have the right to decide which passengers or articles shall be off-loaded and such decision shall be binding.

5. The liability of the Corporation for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, or by his registered baggage during the course of carriage by air will be governed by the Rules contained in the first and second Schedules to the Indian Carriage by Air Act, 1934 subject to the exceptions, adaptations, modifications etc. as notified in the Government of India, Ministry of Transport (Civil Aviation Wing) Notification No. GSR-1967, dated 17-12-63 published in Section 3(1) of the Gazette of India, dated 28-12-63.

(a) In particular the Corporation is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

(b) Subject to the provisions of sub-clause (c) below—

- (i) In the event of death of a passenger, or any bodily injury or wound suffered by a passenger which results in a permanent disablement incapacitating him from engaging in or being occupied with his usual business or occupation, the liability of the Corporation for each passenger shall be Rs. 42,000/-, if the passenger be 12 or more years of age, and Rs. 21,000/- if the passenger below 12 years of age, on the date of the accident.

- (ii) In the event of wounding of a passenger or any other bodily injury suffered by a passenger which results in a temporary disablement entirely preventing the injured passenger from attending to his usual business or occupation or duties,

the liability of the Corporation shall be limited to a sum equal to Rs. 40/- per day for every day during which he continues to be so disabled or a sum of Rs. 8,000/-, whichever is less.

(c) If the Corporation proves that the damage was caused by or contributed to by the negligence of the injured person the Corporation will be liable to only such liability, if any, as may be determined by a Court of Law, such liability, in any case, not exceeding that provided in sub-clause (b) above.

(d) Subject to the provisions of sub-clause (c) below the Corporation is liable for damage sustained in the event of the destruction or loss of or of damage to any registered and unregistered baggage, if the occurrence which caused the damage so sustained took place during the carriage by air. The liability of the Corporation shall be limited to a sum of Rs. 80/- per kilogram for registered luggage and Rs. 250/- (Rupees two hundred and fifty) in respect of entire unregistered baggage of which the passenger takes charge himself.

(e) In the carriage of baggage the Corporation will not be liable if it proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, it and its agents had taken all necessary measures to avoid the damage or that it was impossible for it or them to take such measures.

(f) The Corporation is not liable for damage occasioned by delay in the carriage by air of passengers or baggage.

6. The obligation of the Corporation is expressly limited to the journey between the airports of departure and destination and shall not in any event subsist previous or subsequent thereto, and in particular, no part of any journey undertaken by the passenger, whether such journey be by land or water-borne previous or subsequent to the carriage specified on the ticket, shall be deemed to form part of such carriage.

7. The passenger shall comply with all Government rules, regulations, promulgations or notifications for the time being in force as may be introduced from time to time, and shall fulfil all requirements of law and at present all exists or entry or other documents, required by law and shall not be entitled to any refund of the fare paid in the event of non-performance of the journey arising out of any cause directly or indirectly attributable to his failure to comply with such rules, regulations etc. of the Government or law. The passenger shall also observe the instructions of the Corporation, its agents, servants or employees concerning all matters connected with the carriage, but no agent, servant or employee of the Corporation shall have authority to waive any provision of these regulations.

8. The Corporation shall not accept for carriage passenger's property or baggage or both with a special declaration of value at delivery.

9. The ticket issued by the Corporation shall be subject to the rules of cancellation made by the Corporation for the time being in force which may be seen at any office of the Corporation on request.

10. Receipt without complaint, of registered baggage on the termination of the journey shall be *prima-facie* evidence that the baggage has been delivered correctly and in good condition.

11. Any action to enforce liability against the Corporation may be brought by a duly authorised representative of the passenger or by any person who would be the legal heir of the passenger according to law. But only one action shall be brought in respect of the death of any one passenger and every such action by whomsoever brought shall be for the benefit of all entitled persons.

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Secretary
Indian Airlines
New Delhi

